



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Hold Harmless Agreement with Lodi Unified School District for Temporary Placement of Six Portable Classrooms on North Grape Bowl Parking Lot

MEETING DATE: October 18, 2006

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving the Hold Harmless Agreement (Exhibit A) with Lodi Unified School District for the temporary placement of six portable classrooms on the north Grape Bowl parking lot.

BACKGROUND INFORMATION: On September 22, 2006, Lodi Unified School District (LUSD) contacted and worked with Public Works and Parks and Recreation Department staff to obtain emergency approval for the temporary placement of six modular classrooms on the north Grape Bowl parking lot (see Exhibit B).

The installation of temporary classrooms was necessary due to the discovery of mold in six classroom structures at Lawrence School that had to be immediately removed from service so emergency mold remediation measures could be initiated.

The temporary classrooms were installed at the north Grape Bowl parking lot on September 23 to 24, 2006. The installation included the placement of underground electrical conduit from the Lawrence School power supply and the placement of temporary chain link fence surrounding the classrooms and isolating them from the parking lot. Given the emergency situation and the short-term nature of the use, the City Attorney's office and Community Development Department concurred.

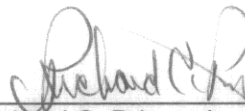
LUSD is planning that the classrooms will remain on the parking lot until June 15, 2007. From the City's perspective, this will not interfere with any planned activities or uses in the area. Upon removal of the temporary facilities, the electrical conductors will be removed and the conduit will be abandoned in place. The pavement and concrete surfaces will be restored to like or better condition. There are no costs to the City for this temporary use. LUSD is not being charged for the use of the parking lot.

The Hold Harmless Agreement provides that LUSD will indemnify and hold the City harmless from liability of any nature arising from LUSD's use of the property or from damage that may occur due to the City's entry onto the parking lot to work on City facilities in the area. An insurance certificate naming the City as an additional insured is also required. An insurance certificate having an effective date of September 22, 2006, has been provided and will remain in force for the duration of LUSD's occupation of the area. The Hold Harmless Agreement will be recorded at the San Joaquin County Recorder's Office. LUSD is paying all recording, encroachment permit, and insurance fees.

Parks and Recreation and Public Works staff recommend that the Hold Harmless Agreement be approved to protect the City from liability.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.



Richard C. Prima, Jr.
Public Works Director

Prepared by Jeannie Matsumoto, Senior Engineering Technician

Attachments

cc: Steve Schwabauer, City Attorney

Randy Hatch, Community Development Director

APPROVED: 

Blair King, City Manager

WHEN RECORDED, RETURN TO:

City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

HOLD HARMLESS AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City" and Lodi Unified School District, hereinafter referred to as "Owner".

RECITALS:

City is the owner of that certain real property situated in the City of Lodi, County of San Joaquin, known as the "Lodi Grape Bowl", 221 Lawrence Avenue (APN 041-240-27), and described as follows:

A tract of land situated in the County of San Joaquin, State of California, and being a portion of "Map No. 2, Lawrence Homestead Addition" filed August 10, 1922, in Book of Maps, Volume 10, page 59, San Joaquin County Records, and more particularly described as follows, to-wit:
Commencing at an iron pipe at the intersection of the East line of Stockton Street with the North line of Lawrence Avenue as shown on said Map No. 2 of Lawrence Homestead Addition; thence S 89°06' E, along the North line of Lawrence Avenue, 946.43 feet; thence N. 00°37' E, 711.82 feet; thence N. 89°06' W, 895.63 feet to a point in the East line of Stockton Street; thence along the East line of Stockton Street, S 4°42' W, 713.4 feet to the point of beginning, and containing 15.05 acres; SAVE AND EXCEPT that portion lying in the realigned Lawrence Avenue.

A Structural Encroachment Permit No. 2006-166 has been issued for the temporary placement of portable modular buildings in a portion of the "Lodi Grape Bowl" northeast parking lot adjacent to the Lawrence School site. The modular units are temporary provisions for the relocation of students during the restoration of Lawrence School classrooms. Owner has requested that a structural encroachment permit be issued to allow the placement of six portable modular buildings, each 24 feet by 40 feet, including underground conduit servicing the portable classrooms, all as shown on the attached Exhibit "A".

NOW THEREFORE, in exchange for the issuance of a structural encroachment permit to allow the temporary placement of the modular buildings and electrical services, Owner does hereby agree as follows:

1. Owner agrees to save, defend, indemnify and hold harmless the City of Lodi, its' officers, agents and employees, from liability of any nature whatsoever arising from Owner's use or occupation of the Lodi Grape Bowl property referenced above. An additional insured certificate of insurance for the City of Lodi is required and will be maintained in duration of occupied use.
2. Owner further agrees to save, defend, indemnify and hold harmless the City of Lodi, its' officers, agents and employees from damage of any sort occasioned by the City's necessary entry upon Lodi Grape Bowl parking lot referenced above for the purpose of emergency work at those facilities.
3. Owner specifically waives consequential damages, damages for inverse condemnation or for any reduction to the value of the subject property based on the existence of the structural encroachment permit, waiver, or hold harmless executed in connection therewith.

4. Owner further agrees that for non-emergency work at the portion of Lodi Grape Bowl parking lot, Owner at his sole expense will give prompt access to the City of Lodi for the purpose of non-emergency work on the property thereon. Further, if required, Owner will move at Owner's cost and expense the necessary structures required to permit the City of Lodi to perform their non-emergency work.
5. Owner agrees that the structural encroachment use shall terminate upon the earlier of completion, Lawrence School classroom restoration or date of June 15, 2007.
6. Owner agrees to restoration of occupied portion of the Lodi Grape Bowl parking lot at the termination of required use.
7. This agreement shall run with the land and be binding on the Owner, its heirs, successors or assigns.
8. The terms of the Hold Harmless Agreement are acceptable to the City of Lodi.
9. A copy of the Agreement shall be recorded in the office of the San Joaquin County Recorder, P. O. Box 1968, Stockton, California 95201-1968.

IN WITNESS WHEREOF, the parties hereto have set their hands the day, month and year appearing opposite their names.

CITY OF LODI, a Municipal Corporation

Dated: _____ 2006

By: _____
Blair King, City Manager

Attest: _____
Jennifer P. Perrin, Interim City Clerk

LODI UNIFIED SCHOOL DISTRICT, Owner

Dated: _____ 2006

Approved as to form: _____
D. Stephen Schwabauer
City Attorney

Dated: _____ 2006

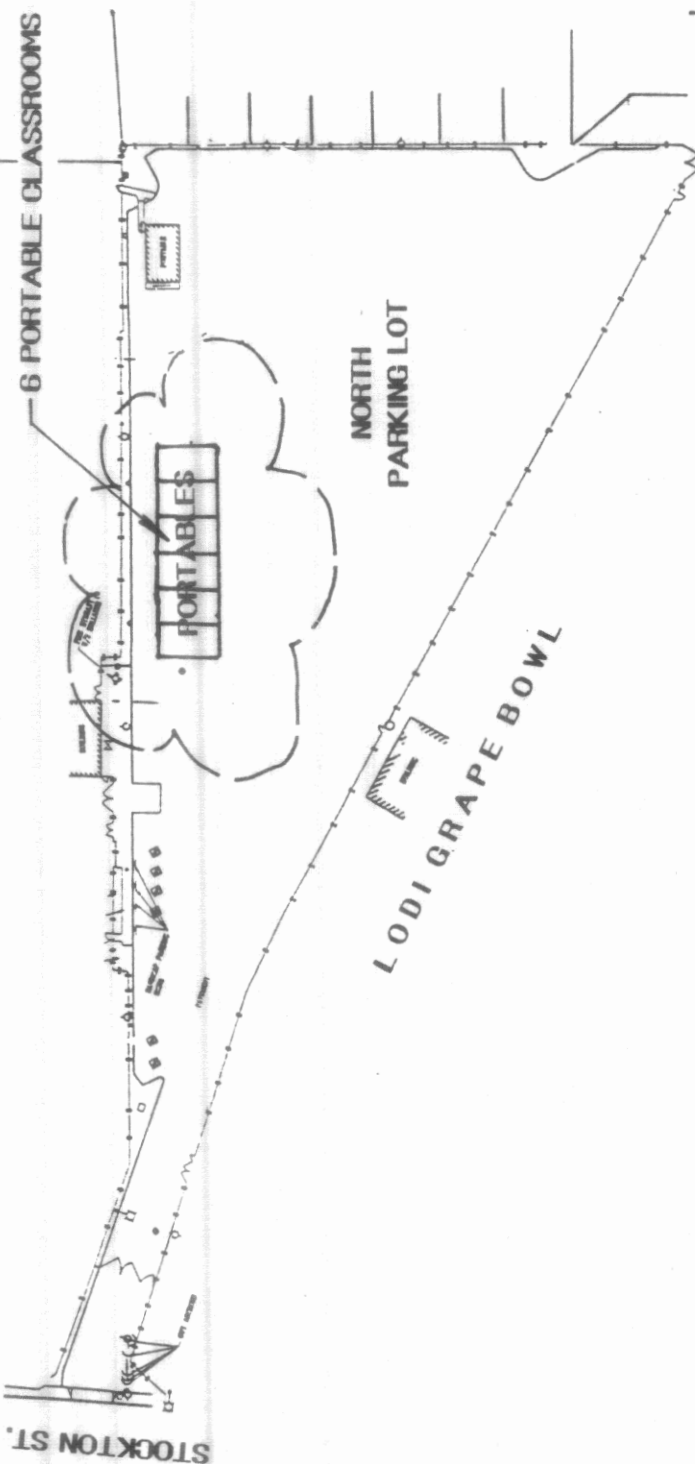


CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT B

LAWRENCE ELEMENTARY SCHOOL



RESOLUTION NO. 2006-185

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING HOLD HARMLESS AGREEMENT WITH
LODI UNIFIED SCHOOL DISTRICT FOR TEMPORARY
PLACEMENT OF SIX PORTABLE CLASSROOMS ON
THE NORTH GRAPE BOWL PARKING LOT

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a Hold Harmless Agreement between the City of Lodi and Lodi Unified School District for temporary placement of six portable classrooms on the north Grape Bowl parking lot; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute said Hold Harmless Agreement on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that this temporary use will terminate on June 15, 2007.

Dated: October 18, 2006

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I hereby certify that Resolution No. 2006-185 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 18, 2006, by the following vote:

AYES: COUNCIL MEMBERS – Beckman, Hansen, Johnson, Mounce,
and Mayor Hitchcock

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk